

SCHULMANBHATTACHARYA

6116 Executive Boulevard, Suite 425, North Bethesda, Maryland 20852 240.356.8551

JEFFREY S. GAVENMAN

direct dial 240.356.8553 email jgavenman@schulmanbh.com

September 20, 2024

VIA ECF

The Honorable Katharine H. Parker
United States District Court
500 Pearl Street, Room 750
New York, NY 10007

Re: *Delgado v. Donald J. Trump for President, Inc., et. al.* No. 19-cv-11764 (AT)(KHP)

Dear Judge Parker:

We write respectfully on behalf of Defendants Donald J. Trump for President, Inc. (the “Campaign”), Sean Spicer and Reince Priebus (together “Defendants”) in accordance with Your Honor’s Individual Practices in Civil Cases, Section III(d) as it pertains to Defendants’ motion for summary judgment in the above-referenced case (“Defendants’ Motion”).

In considering whether documents should be filed under seal, the court must determine if the documents have a presumption of public access, consider the weight of that access, and then balance competing considerations. *Lugosh v. Pyramid Co. of Onondaga*, 435 F.3d 110 (2d Cir. 2006). The court should take into account whether the subject matter is “traditionally considered private.” *United States v. Amodeo*, 71 F.3d 1044, 1051 (2d Cir. 1995). While there is a “presumption” of public access to judicial documents for the purposes of dispositive motions, ECF No. 147 at p. 2 (citing *Bernstein v. Bernstein Litowitz Berger & Grossmann LLP*, 814 F.3d 132, 139 (2d Cir. 2016)), that presumption “can be overcome if countervailing factors warrant confidentiality.” *Lugosh* at 120.

Defendants are currently seeking to redact two categories of documents. First, Defendants have redacted the personal e-mail addresses, cell phone numbers and compensation information appearing in the exhibits supporting Defendants’ Motion, many of which belong to third parties. See Ex. 1, 4, 9, 10, 11, 12, 15, 19, 21, 22, 23, 37, 41, 42, 44. See *United States v. Amodeo*, 71 F.3d 1044, 1050–51 (2d Cir. 1995) (“[t]he privacy interests of innocent third parties ... should weigh heavily in a court’s balancing equation” in considering a motion to seal) (quoting *Gardner v. Newsday, Inc. (In re Newsday, Inc.)*, 895 F.2d 74, 79–80 (2d Cir. 1987)). Second, Defendants have also redacted the payment terms from a draft settlement agreement contemplated between Plaintiff and Defendants. Ex. 44, 45, 46.

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Based on the foregoing, Defendants respectfully request that their motion to seal be granted in its entirety.

Respectfully,

/s/ Jeffrey S. Gavenman
Jeffrey S. Gavenman